

## **AGREEMENT FOR PROFESSIONAL SERVICES**

This Agreement is made and entered into on **March 14, 2019** by and between the Town of Paradise, a municipal corporation (“Town”) and **Franklin Construction, Inc.** (“Contractor”).

### **RECITALS**

- A. Contractor is specially trained, experienced and competent to procure and complete Fire Debris Removal services which will be required by this Agreement; and
- B. Contractor possesses the skill, experience, ability, background, certification, and knowledge to provide the services described in this Agreement on the terms and conditions described herein.
- C. Town desires to retain Contractor to render services as set forth in this Agreement.

### **AGREEMENT**

#### **1 SCOPE OF SERVICES.**

Except as specified in this Agreement, Contractor shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise (collectively referred to as “Services” or “Project”) to satisfactorily complete the work required by Town at Contractor’s own risk and expense. Services to be provided to Town are more fully described in Exhibit A entitled “SCOPE OF SERVICES.” All of the exhibits referenced in this Agreement are attached and are incorporated by this reference.

##### **1.1 Town Obligations**

All data applicable to the project and in possession of the Town are to be made available to the Contractor.

**2 TIME OF PERFORMANCE.**

The services of Contractor shall commence immediately, and shall terminate upon full project completion.

**3 COMPENSATION.**

Contractor's compensation for the base scope of services under this Agreement shall not exceed **\$122,500.00** and shall be in accordance with the charges set forth in Exhibit "B".

In no event shall Contractor's compensation exceed Costs and Fees set forth in Exhibit "B" without the prior approval of the Contract Manager for additional costs associated with Change Orders and other work dependent upon environmental testing results.

**4 METHOD OF PAYMENT.**

Contractor shall submit monthly billings, or progress invoices to Town describing the work performed during the preceding month. Contractor's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenditures and segregated by test methods or by specific tasks. Town shall pay Contractor progress payments no later than 30 days after approval of the monthly invoice by Town staff. Approval of the monthly invoice requires the submittal of certified payrolls when prevailing wages rates are in effect for work done during applicable month. Certified payrolls are to be submitted on a weekly basis and within ten days after the week in question.

**4.1 Retention of Payment**

When payments made by Town equal 95% of the maximum fee provided for in this Agreement, no further payments shall be made until the final work under this Agreement, or for each individual project relating to the Contractor's services has been accepted by the Town.

#### 4.2 Cost Principles

The Contractor agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et seq., shall be used to determine the allowability of individual items of cost.

The Contractor also agrees to comply with Federal procedures in accordance with 49 CFR, part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

Any costs for which payment has been made to Contractor that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et seq., OR 49 CFR, Part 18, Uniform Administrative requirements for Grants and Cooperative Agreements to State and Local Governments, are subject to repayment by the Contractor to State.

Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all the provisions of this Section.

#### 4.3 Contingent Fee

The Contractor warrants, by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State has the right to annul this Agreement without liability, pay on the value of the work actually performed, or in its discretion, to deduct from the agreement price or consideration, or otherwise recover, the full amount of such commission, percentage,

brokerage, or contingent fee.

#### 4.4 Retention Of Records/Audit

4.4.a For the purpose of determining compliance with Public Contract Code Section 10115, et seq. And Title 21, California Code of Regulations, Chapter 21, Section 2500 et. seq., when applicable, and other matters connected with the performance of the Agreement pursuant to Government Code Section 8546.7, the Contractor, subContractors, and the State shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from the date of final payment under the Agreement. The State, the State Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the Contractor that are pertinent to the Agreement from audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all the provisions of this Section.

#### 5 LABOR COMPLIANCE

The Contractor shall agree through this Agreement to comply with the applicable provisions of the California Labor Code to the Services. For the purpose of this project, eight hours shall constitute a legal day's work.

The Contractor's attention is directed to section 1815 of the labor code regarding overtime pay and the requirement that a \$25 penalty will be levied for each workman for each calendar day during which the overtime pay provision is not met. The Contractor's attention is also directed to the requirements for travel and subsistence payments to all workers needed to execute the Contract.

Subject to the statutory limitations, the Contractor shall comply with the apprenticeship provisions of Section 1777.5 of the Labor Code, including the training and hiring of apprentices.

Attention is directed to Section 7-1.02K(2), "Wages" of the Standard Specifications.

Pursuant to Labor Code Section 1770 et seq, the general prevailing wage rates in the County of Butte been determined by the Director of the California Department of Industrial Relations and shall be paid by Contractor to its employees. These wages are set forth in the General Prevailing Wage Rates for this project, available at Town of Paradise and available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov/DLSR/PWD>. Future effective general prevailing wage rates, which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

**6 EXTRA WORK.**

At any time during the term of this Agreement, Town may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by Town to be necessary for the proper completion of Contractor's services, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without prior written authorization from Town.



**7 TERMINATION.**

This Agreement may be terminated by the Town immediately for cause or by either party without cause upon fifteen (15) days written notice of termination. Upon termination, Contractor shall be entitled to compensation for services properly performed up to the effective date of termination.

**8 OWNERSHIP OF DOCUMENTS.**

All reports, plans, studies, documents, and other writings prepared by and for Contractor, in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the Town upon payment to Contractor for such work, and the Town shall have the sole right to use such materials in its discretion without further compensation to Contractor or to any other party. Contractor shall, at Contractor's expense, provide such reports, plans, studies, documents, and other writings to Town within three (3) days after written request. Contractor shall not be responsible for liabilities, losses, or claims resulting from unauthorized modifications, or reuse other than original intended purpose.

**9 LICENSING OF INTELLECTUAL PROPERTY.**

This Agreement creates a nonexclusive and perpetual license for Town to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in documents or works of authorship fixed in any tangible medium of expression, including, but not limited to, data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Contractor under this Agreement ("Documents and Data"). Contractor represents and warrants that Contractor has the legal right to license any and all Documents and Data. Contractor makes no such representation and warranty in regard to Documents and Data which may be provided to Contractor by

Town. Town shall not be limited in any way in its use of the Documents and Data at any time.

9.1 Confidentiality.

All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor. Such materials shall not, without the prior written consent of Town, be used by Contractor for any purposes other than the performance of the services under this Agreement. Nor shall such materials be disclosed to any person or entity not connected with the performance of the services under this Agreement. Nothing furnished to Contractor, which is otherwise known to Contractor or is generally known, or has become known, to the related industry shall be deemed confidential. Contractor shall not use Town's name, seal, or photographs relating to project for which Contractor's services are rendered, or participate in any publicity pertaining to the Contractor's services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of Town.

9.2 Contractor's Books and Records.

9.2.a Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, expenditures and disbursements charged to Town for a minimum period of two (2) years, or for any longer period required by law, from the date of final payment to Contractor to this Agreement.

Contractor shall maintain all documents and records which demonstrate performance under this

Agreement for a minimum of **three (3) years**, or for any longer period required by law, from the date of termination or completion of this Agreement.

Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the Town Manager, Town Attorney, Town Finance Director, or a designated representative of these officers. Copies of such documents shall be provided to the Town for inspection at Town Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Contractor's address indicated for receipt of notices in this Agreement.

Where Town has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Contractor's business, Town may, by written request by any of the above named officers, require that custody of the records be given to the Town and that the records and documents be maintained by Town Hall.

**10 INDEPENDENT CONTRACTOR.**

It is understood that Contractor, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the Town. Contractor shall obtain no rights to retirement benefits or other benefits which accrue to Town's employees, and Contractor hereby expressly waives any claim it may have to any such rights.

**11 INTEREST OF CONTRACTOR.**

Contractor (including principals, associates, and professional employees and subcontractors) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or



investment which would be affected in any manner or degree by the performance of Contractor's services hereunder. Contractor further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

Contractor is not a designated employee within the meaning of the Political Reform Act because

Contractor:

- a. will conduct research and arrive at conclusions with respect to its rendition of information, advice, recommendation, or counsel independent of the control and direction of the Town or any Town official, other than normal agreement monitoring; and
- b. possesses no authority with respect to any Town decision beyond rendition of information, advice, recommendation or counsel. (FPPC Reg. 18700(a)(2).)

**12 PROFESSIONAL ABILITY OF CONTRACTOR.**

Town has relied upon the professional training and ability of Contractor to perform the services hereunder as a material inducement to enter into this Agreement. Contractor shall have Skip Whaley manage and approve the work of all persons performing professional services under this Agreement. All work performed by Contractor under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Contractor's field of expertise.

**13 COMPLIANCE WITH LAWS.**

Contractor shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations.

**14 LICENSES.**

Contractor represents and warrants to Town that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature, which are legally required of Contractor to practice its profession. Contractor represents and warrants to Town that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, certifications, insurance and approvals which are required by the Town for its business.

**15 INDEMNITY.**

Contractor agrees to defend, indemnify and hold harmless the Town, its officers, officials, employees and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all costs and expenses in connection therein), arising from its negligent performance, misconduct or omissions relating to the services under this Agreement or its failure to comply with any of its obligations contained in this Agreement, except for any such claim arising from the sole negligence or willful misconduct of the Town, its officers, agents, employees or volunteers.

**16 INSURANCE REQUIREMENTS.**

Contractor, at Town's own cost and expense, shall procure and maintain, for the duration of the Agreement, the insurance coverage and policies as set forth in Exhibit "C" attached hereto.

**17 NOTICES.**

Any notice required to be given under this Agreement shall be in writing and will either be served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to Town:                Marc Mattox  
                                 Public Works Director  
                                 Town of Paradise  
                                 5555 Skyway  
                                 Paradise, CA 95969

If to Contractor:        Franklin Construction  
                                 217 Flume Street, Ste 200  
                                 Chico, CA 95928

**18 ENTIRE AGREEMENT.**

This Agreement constitutes the complete and exclusive statement of Agreement between the Town and Contractor. All prior written and oral communications, including correspondence, drafts, memoranda, and representations are superseded in total by this Agreement.

**19 AMENDMENTS.**

This Agreement may be modified or amended only by a written document executed by both Contractor and Town and approved as to form by the Town Attorney.

**20 ASSIGNMENT AND SUBCONTRACTING.**

The parties recognize that a substantial inducement to Town for entering into this Agreement is the professional reputation, experience, and competence of Contractor. Assignments of any or all rights, duties, or obligations of the Contractor under this Agreement will be permitted only with the express prior written consent of the Town. No subcontractors (other than those listed on Exhibit "A") shall work under this Agreement without the prior written authorization of the Town. If Town consents to such subcontract, Contractor shall be fully responsible to Town for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between Town and a subcontractor of the Contractor nor shall it create any obligation on the part of the Town

to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law. Subcontracts shall physically contain the provisions contained in Federal Form 1273.

**21 WAIVER.**

Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

**22 SEVERABILITY.**

If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

**23 CONTROLLING LAW VENUE.**

This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Butte.

**24 LITIGATION EXPENSES AND ATTORNEY'S FEES.**

If either party to this Agreement commences any legal action against the other part arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

**25 MEDIATION.**

The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and shall divide the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to American Arbitration

Association (AAA) or its successor in interest. AAA shall provide the parties with the names of five qualified mediators who have at least three years experience dealing with similar disputes.

**26 MEDIATORS.**

The Town and Contractor shall meet to select a mediator by each striking the names of two different proposed mediators and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

**27 EXECUTION.**

This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

**28 AUTHORITY TO ENTER AGREEMENT.**

Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

**29 PROHIBITED INTERESTS.**

Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this




warranty, Town shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of Town, during the term of his or her service with Town, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising there from.

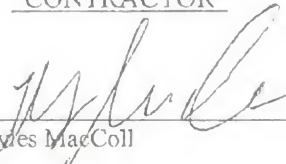
**30 EQUAL OPPORTUNITY EMPLOYMENT.**

Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, disability, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. IN WITNESS WHEREOF the parties have cause this Agreement to be executed on the date first written above.

TOWN OF PARADISE

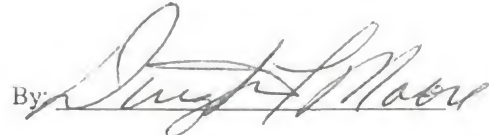
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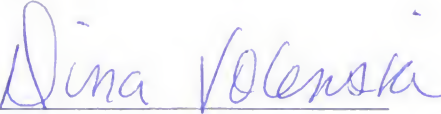
By:   
Lauren Gill, Town Manager

By:   
Myles MacColl  
Title: Project Manager

APPROVED AS TO FORM:

ATTEST: March 25, 2019

By:   
Dwight L. Moore, Town Attorney

By:   
Dina Volenski, Town Clerk

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## **EXHIBIT “A”**

### **Scope of Services**

Perform fire debris removal operations under the Butte County Alternative Program for the following sites:

<b>Priority</b>	<b>Site Description</b>	<b>Building Description</b>	<b>Address</b>	<b>Sq. Ft.</b>
1	Public Works Shop	Public Works Shop	933 American Way	1,600
2	Fire Station #3	Fire Station #3	1249 Wagstaff Road	3,230
3	RDA Building	Store Front	5456 Black Olive Drive	3,750
4	Quonset Hut	Quonset Hut	5656 Sierra Park Drive	1,120
5	RESIDENCE	RESIDENCE	5733 Pentz Road	2,189

Details on the requirements for each site to be completed under the Alternative Program are provided on the following pages.



Butte County Environmental Health Division  
202 Mira Loma Drive, Oroville, California 95965  
Phone: (530) 552-3880  
Email: [alternativeprogram@buttecounty.net](mailto:alternativeprogram@buttecounty.net)

## **MANAGEMENT OF CAMP FIRE DEBRIS**

To ensure safety of workers, the public, and the environment, property owners must follow certain protocols after a wildfire disaster when removing structural ash and debris. There are **two ways** to manage the debris and ash resulting from the wildfire disaster. A residential property owner may elect to participate in the Government Sponsored Debris Removal Program (Government CalOES Program) or may elect to complete the property remediation and debris removal by hiring private contractors and consultants to perform the cleanup work (Alternative Program).

### **Owners Who Choose Not to Participate in the Government (CalOES) Program**

If property owners elect not to participate in the Government (CalOES) Program, they are still required to remediate the property and remove the burn debris **at their own expense**, comply with all applicable requirements, and do so in a timely manner. The property owners will not be reimbursed with public funds for the remediation and debris removal. The property owners shall complete the remediation through a licensed contractor with proper certifications according to the requirements of the California Contractors State License Board. The Butte County Local Health Officer has issued a Declaration of Health Emergency and a Hazard Advisory Warning describing the public health and environmental dangers associated with the ash and debris from the Camp Fire. As a result, the cleanup work must be done safely and in a way that protects the public health and environment. Public funds will not be used to reimburse property owners for any portion of the remediation and debris removal process, including but not limited to pre-cleanup site preparation, hazardous waste and asbestos survey and remediation, ash and debris removal, foundation removal or survey, soil investigation and remediation and erosion control.

Property owners opting out of the Government (CalOES) Program must submit the Alternative Fire Debris Removal Program Application (Alternative Program Application) and work plan to Butte County Environmental Health for approval prior to commencing debris removal. The Butte County Board of Supervisors will issue deadlines for property owners to submit the Alternative Program Application. A work plan must be submitted and approved by Butte County Environmental Health prior to the commencement of work. After implementation of the approved work plan, the owner must submit a certification showing that all work has been completed as specified. The work must be completed pursuant to standards set forth by the State and local jurisdictions. These standards are established to ensure protection of public health and are the same standards applicable to the Government (CalOES) Program. Property



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owners are required to submit documentation verifying adequate cleanup and proper disposal of debris. Property owners shall review all requirements thoroughly before planning or pursuing their own debris removal. Property owners will not be allowed to rebuild on their property until the County has issued a certification of completion of the Alternative Program.

A summary of the protocols and requirements is below:

Cleanup Operations	Cleanup Protocols
Whenever necessary to make an inspection to ensure compliance with the approved work plan, any authorized official of the County may, upon presentation of proper credentials, enter such property at all reasonable times to inspect any provision of the approved work plan.	
Work Plan	Contractor must create a work plan that provides for site protocols listed below including (but not limited to) testing and analysis, hazardous waste and asbestos removal, debris removal, erosion control, soil grading and confirmation sampling. Areas with naturally occurring asbestos (NOA) may have additional requirements to comply with State regulations, including notifying the local air district and submitting a formal NOA Dust Mitigation Plan.
Site preparation/documentation	<ul style="list-style-type: none"> <li>Contractor must measure, record and photograph foundation and cleanup area (square footage of ash footprint)</li> <li>Contractor must notify appropriate entities of cleanup, such as local utilities and USA Underground.</li> </ul>
Application Process	Property owner and/or contractor must submit the Alternative Program Application and work plan to the Butte County Environmental Health Division.
Asbestos Assessment and Removal	<ul style="list-style-type: none"> <li>Contractor or Property owner shall hire a Certified Asbestos Consultant (CAC) to perform asbestos testing at the property and hire a licensed contractor with a certificate for asbestos abatement (Certified Asbestos Contractor) to properly remove and dispose of any remaining asbestos. During Phase I, US EPA, DTSC and/or its contractor may not remove all asbestos from the property. US EPA, DTSC and/or its contractor will remove asbestos-containing materials which are easily identifiable and removable. Materials that are believed to be asbestos-containing which are not removed will be marked by US EPA/DTSC and/or its contractor. Asbestos-containing materials shall be properly</li> </ul>





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Cleanup Operations	Cleanup Protocols
	<p>assessed and removed by a Certified Asbestos Contractor.</p> <ul style="list-style-type: none"> <li>The CAC will evaluate each property for suspect asbestos containing material.</li> <li>As chimneys are considered a free-standing structure, a full asbestos survey is required. Each standing chimney on a property will be knocked over using one to two water streams to abate potential dust and exposures. The chimney shall be pre-wetted along with the fall zone. Once the chimney is safely on the ground, the CAC shall visually observe the interior of the chimney flue for suspect materials. If no suspected asbestos materials are identified, then the debris removal may commence.</li> <li>If asbestos is discovered on the property, the CAC must submit the results of the asbestos survey including laboratory results and documentation of proper asbestos removal and disposal to the Butte County Environmental Health Division to obtain authorization to dispose of ash and debris at a properly permitted landfill such as the Neal Road Recycling and Waste Facility.</li> </ul>
Hazardous Waste Removal	<ul style="list-style-type: none"> <li>Contractor or Property owner must take all reasonable precautions required to remove and properly dispose of any remaining hazardous waste. During Phase I, US EPA and DTSC and their contractors will remove any hazardous materials and hazardous waste that they find during their assessment, but may not find all hazardous waste that is present.</li> <li>If discovered, the Environmental Consultant is required to submit results of the hazardous waste survey and documentation of proper hazardous waste removal and disposal to the Butte County Environmental Health Division to obtain authorization to dispose of ash and debris at a properly permitted landfill such as the Neal Road Recycling and Waste Facility.</li> </ul>
Debris and Ash Removal	<ul style="list-style-type: none"> <li>Contractor is required to remove ash and debris, metals and concrete from site and dispose of properly.</li> <li>Contractor should recycle metals and concrete when possible. Concrete brought to the Neal Road Recycling and Waste Facility must not be over 2 feet in</li> </ul>



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Cleanup Operations	Cleanup Protocols
	<p>dimension and must not have exposed rebar over 5 inches. Concrete and metal must be generally free of ash and debris. Disposal fee schedule is currently under review and subject to change.</p> <ul style="list-style-type: none"> <li>Contractor may dispose of waste at the Neal Road Recycling and Waste Facility or other properly permitted landfills. Contractor must present a clearance from the Butte County Environmental Health Division at the scale house to allow for disposal.</li> </ul>
Air Monitoring	<p>Fugitive Dust – Dust is a significant concern and contractor is required to take adequate dust control measures at all times, such as water applied to burn ash materials, most importantly during owner or contractor disturbance and loading. Contractor is required to properly contain fire debris and ash during transport to prevent escape.</p> <ul style="list-style-type: none"> <li>Contractor is required to visually monitor the cleanup site for fugitive dust.</li> <li>If recommended by a Certified Asbestos Consultant (CAC), the contractor shall monitor the air at the site for asbestos during debris removal activities.</li> <li>If required, contractor must provide air monitoring results at final certification</li> </ul>
Foundations	<p>Contractor is required to completely remove and dispose of foundation; <b>or</b>          Submit a letter from a Licensed Civil or Structural Engineer certifying the foundation is acceptable for rebuild. The letter shall certify structural reasons for the decision and include process and procedure used to reach the conclusion.</p>
Soil Grading	<p>There is a risk of potential soil contamination from the fire debris and ash. As a result, after the ash and debris are removed from the property to a level of visually clean, the contractor is required to remove an additional 3 to 6 inches of soil from the impacted area after the burn ash and debris is removed to a level of visually clean. This soil can be disposed of at a properly permitted landfill such as the Neal Road Recycling and Waste Facility and will require the asbestos/hazardous waste certification from the Butte County Environmental Health Division. Care</p>



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Cleanup Operations	Cleanup Protocols
	shall be taken during transport of the material, as with the fire debris and ash, to prevent this material from blowing out of the transport vessel during transport, including covering the load with a tarp, and using reduced speeds on unpaved roadways. See Appendix E for additional precautions.
Confirmation Sampling	<ul style="list-style-type: none"> <li>After removing 3 to 6 inches of soil as part of the soil grading work described above, the certified hazmat contractor or qualified environmental health consultant shall collect soil samples from a depth of 0 to 3 inches for confirmation sampling. Results must be at or below cleanup goals as established.</li> <li>Confirmation sampling shall be conducted by a qualified environmental consultant, professional engineer, or professional geologist with experience in soil investigations, and is to be conducted after fire-related debris and 3 to 6 inches of soil have been removed from the property.</li> </ul>
Appliance and Vehicle Recycling	Appliances and vehicles shall be handled properly to meet the requirements of metals recycling facilities. Any remaining hazardous materials, such as car batteries, shall be managed properly. Vehicle Identification numbers shall be documented as outlined by the California Department of Motor Vehicles (DMV) and provided to the salvage company.
Erosion Control	Contractor is required to implement and maintain adequate erosion control measures at the end of the debris removal process.

#### **Owners Who Fail to Adequately Remove Debris from Their Property**

Due to the dangers to the public health, welfare and environment, if property owners choose not to participate in the Government (CalOES) Program and also do not complete an adequate cleanup through the Alternative Program, they may be subject to enforcement actions. Such actions may include, but not be limited to, hazard removal and/or relocation, cleanup, site evaluation, soil testing, and/or chemical analysis. **All expenses incurred for such inspection and mitigation, including but not limited to, abatement costs, expenses, and attorney's fees, are subject to full cost recovery from the owner with a lien recorded on the property.** Deadlines for completing an adequate cleanup through the Alternative Program will be set by the Butte County Board of Supervisors.





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### Confirmation Sampling

Following the removal of ash, debris, hazardous waste and asbestos and the removal of 3 to 6 inches of soil, consultants shall collect and analyze representative soil samples to determine compliance with established cleanup goals. Sampling shall be per CalRecycle's typical operations plan sampling frequencies included below. The total number of samples to be collected is based on estimated square footage of the ash footprint as follows:

<b>Estimated Square Footage of Ash Footprint (Decision Unit)</b>	<b>Number of 5-Point Composite Samples (square feet of each area sampled is total square feet of ash footprint / the number of required samples)</b>
0-100 square feet	1
101-1,000 square feet	2
1,001-1,500 square feet	3
1,501-2,000 square feet	4
2,001-5,000 square feet	5
>5,000 square feet	Must consult with local environmental health officials

The consultant shall collect all confirmation samples from a depth of 0-3 inches using a dedicated 4-ounce plastic scoop and mix such samples (homogenized) in a one-gallon plastic bag before placing them in 8-ounce jars. Samples shall be shipped using chain of custody documentation to a California ELAP Certified laboratory and analyzed for Title 22 Metals by EPA Method 6020 for the following metals: antimony, arsenic, barium, beryllium, cadmium, chromium, cobalt, copper, lead, mercury, molybdenum, nickel, selenium, silver, thallium, vanadium, and zinc. In addition, the consultant shall collect three background samples at a depth of 3-9 inches outside the ash footprint (minimum of 20 feet) to determine if naturally occurring levels of any metals tested are above the cleanup goals. If samples from the ash footprint are below the cleanup goals, then the lab will not test the background samples. If sample results for any metals are above the cleanup goals, but are at or below the background sample results, the consultant must explain this and why it is acceptable in the final testing report. Should the confirmation results exceed the cleanup goals and the site-specific background, the consultant must rescore and retest the soil. The consultant may be required to execute multiple rounds of soil scraping and sampling to achieve cleanup goals.



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### **Naturally Occurring Asbestos (NOA)**

Naturally Occurring Asbestos is found in some areas within the perimeter of the Camp Fire area. The California Air Resources Board Airborne Toxic Control Measure (ATCM) requires notification and dust mitigation measures for work in NOA areas.

When performing cleanup activities, owners (through their contractors) must notify the Butte County Air Quality Management District (District) of the discovery of NOA no later than the next business day and must implement dust mitigation measures as specified within the ATCM within 24-hours. If the area to be disturbed is greater than one acre, the contractor must additionally submit a NOA Dust Mitigation Plan to the District within fourteen days of the discovery of NOA, implement the provisions of the approved plan within fourteen days of District approval, and maintain the provisions throughout the duration of the cleanup activities. For more information on NOA, including whether NOA may be present on your property, contact the District at (530) 332-9400 or visit: <https://bcaqmd.org/resources-education/asbestos/>.





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## ALTERNATIVE FIRE DEBRIS REMOVAL PROGRAM APPLICATION

**Who needs to complete this form? Private property owners who:**

- (1) decide ***not*** to participate in the Government Sponsored Debris Removal Program (Government CalOES Program) and choose to clean up their property by hiring a qualified contractor and following the Alternative Fire Debris Removal Program (Alternative Program);  
OR
- (2) own properties with qualifying structures that are not eligible for the Government (CalOES) Program. The owner is required to clean up the property to the standards established in ordinances, regulations and this document, so that health and safety risks are adequately addressed for the community and the environment. The Alternative Program requires owners to provide documentation demonstrating adequate cleanup and proper disposal of debris.

*As previously noted, if your property did not include a qualifying structure as outlined in the Government (CalOES) Plan, you are not required to complete the Alternative Fire Debris Removal Program Application. If this describes your property, contact the Butte County Environmental Health Division to obtain a certificate to bring your debris to the Neal Road Recycling and Waste Facility.*

**Please note that State disaster assistance funding will not reimburse property owners for work completed by a hired contractor under the Alternative Program.**

**Where do I submit this form?** Submit this form to the Butte County Environmental Health Division at 202 Mira Loma Drive, Oroville, California 95965.

Property Owner Name: \_\_\_\_\_

Phone(s): \_\_\_\_\_

Property Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Assessor's Parcel Number (APN): \_\_\_\_\_

Email: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Description of Debris Being Removed (number and types of structures, types of waste, etc.)

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**Program Participation**

A Licensed Contractor with proper certifications shall perform the ash and debris removal, hazardous materials and asbestos removal and other cleanup work. Contractors must comply with the California Contractors State License Board (CSLB) requirements to perform cleanup work under the Alternative Program.

Name of Contractor: \_\_\_\_\_

License Number: \_\_\_\_\_

Proposed Start Date: \_\_\_\_\_

**Required:** Owners are required to obtain approval from the Butte County Environmental Health Division for the work plan prior to starting debris cleanup. Any employee performing debris removal shall have (at a minimum) OSHA 40-hr HAZWOPER Training in accordance with 29 C.F.R. §1910.120.

**A. Property Owner Acceptance of Requirements and Indemnification**

I have read and will fully comply, as will any contractor working on my property, with the conditions described in the document “**Management of Camp Fire Debris**” and approved work plan. I understand the ash and debris contain hazardous substances and exposure to hazardous substances may lead to acute and chronic health effects, and may cause long-term public health and environmental impacts and proper disposal of the debris is necessary to limit these impacts. I agree to ensure my contractor will wet down ash and debris before removal and will control dust on the property. I agree to ensure my contractor will completely encapsulate the ash and debris with a tarp ("burrito wrap" method) prior to transportation for proper disposal. I agree to ensure my contractor will collect soil samples and submit analytical results with the Debris Removal Cleanup Certification to certify the project has been completed.

I understand that human remains may be encountered during the cleanup and that due to the extreme heat of the fire, any human remains are likely to consist of bones or bone fragments. I agree that if possible human remains are encountered (including any type of bones) during debris removal efforts, all personnel will be careful not to disturb the possible remains, exit the property, immediately report the possible remains to the Butte County Sheriff's Office at (530) 538-7322, and will wait for a search team to arrive and determine whether they are in fact human remains before resuming debris cleanup.

I agree that the decision as to whether the Alternative Program requirements have been met is in the sole discretion of the Butte County Environmental Health Division and that such decision is final.

I certify that I am the owner or authorized agent of the real property located at the above address. I hereby certify that I have full power and authority to execute this application without the need for any further action, including but not limited to notice or approval from any other party.

I acknowledge that the decisions made by the County of Butte and Town of Paradise (Local Government) are discretionary functions and Local Government is not liable for any claim based on the exercise or failure to exercise a discretionary function and promise not to make such a claim. I further release and agree to hold and save harmless Local Government from all liability for any damage or loss whatsoever that may occur during or after performance of the Alternative Program activities. I therefore waive any claim or legal action against Local Government.

Property Owner Signature (Required): \_\_\_\_\_

Date: \_\_\_\_\_

Contractor Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**B. Environmental Health Division Approval**

The Butte County Environmental Health Division has reviewed the work plan for debris removal for the above-referenced property. The work plan is complete and is therefore approved. The debris removal project shall not deviate from the approved work plan without written approval from the Butte County Environmental Health Division. Whenever necessary to make an inspection to ensure compliance with the approved work plan, any authorized official of the County may, upon presentation of proper credentials, enter such property at all reasonable times to inspect any provision of the approved work plan.

Environmental Health Representative Signature: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_



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## Guidelines, Templates and Resource List for Property Owners, Contractors and Consultants

The following guidelines, templates, and resource list have been created to assist property owners, contractors and consultants through the cleanup process. While the templates presented here are optional, it is strongly recommended that property owners, contractors and consultants follow the organizational processes outlined. This will enable a more expedient review and approval of work plans and reports, and help reduce timelines for the Butte County Environmental Health Division to issue a Property Cleanup Completion Certification for your property to start the rebuilding process.

### Guidelines/Templates/Resource Summary

Appendix A	Work Plan Outline/Contents
Appendix B	Final Report Checklist/Contents
Appendix C	Solid Waste Disposal Site/Recycling Resource
Appendix D	Certified Asbestos Contractor List
Appendix E	Template Work Plan
Appendix F	Cleanup Completion Certification

### Work Plans and Reports Outline/Contents

Please be advised it is the intent of Work Plans and Reports to provide working guidance such that no steps are missed in the cleanup process that might unduly burden property owners in having to perform additional or unnecessary work that may have been identified at the early stages of the project cleanup.

Included as **Appendix A and B** to this document please find general work plan and report format outlines that will assist in the timely review of submitted documents. **Appendix E** includes a standard work plan template that can be used to ensure that a comprehensive work plan is submitted, although site-specific details are required.



## **Debris Removal Requirements to Solid Waste Disposal Facilities**

As a general note, sites that the US EPA or DTSC have marked as potentially not cleared of household hazardous waste (HHW) shall be appropriately addressed within the work plan for debris characterization, removal and disposal. Fire debris/ash at a minimum shall be disposed of at a Class III disposal facility with a liner approved by the Regional Water Control Board to accept the waste. Any debris characterization requirements of the disposal site shall be met before transportation to such site. An approved hauler appropriately licensed for the material transported will need to perform such work, and the material must be wetted and “burrito wrapped” (CalRecycle protocol) and tarped for transport and ultimate disposal. Contractors/haulers failing to adhere to this standard may have their material rejected at the disposal facility and/or a fine imposed.

Asbestos transport and disposal shall be disposed of at a facility permitted to accept such waste. Best management practices shall be established in such handling and disposal (work plan should have provisions outlined where asbestos is encountered), and a hauler appropriately licensed for the material transported will need to perform such work.

Transport and Disposal documentation for generated debris removal shall be retained and included with your Alternative Fire Debris Removal Program Cleanup Completion Certification submittal. Included as **Appendix C**, is a preliminary list of disposal and recycling facilities.

## **Metal and Concrete**

Property owners and their contractor(s) should recycle metals and concrete when possible. Concrete and metal should be separated and should not be over 2 feet in dimension or have exposed rebar over 5 inches. Concrete and metal must be generally free of ash and debris.

- Metal and concrete shall be rinsed down on site and over the debris pile prior to transport. Engineering controls for storm water discharges must be in place.
- Concrete and metal must be covered with a tarp prior to transport.
- Speeds must be reduced when driving on unpaved roadways.

## **Dust Control**

Property owners or their contractor(s) must provide water or an approved dust palliative, or both, to prevent dust nuisance at each site. Dust resulting from performance of the work shall be controlled at all times.

- Each area of ash and debris to be removed must be pre-watered 48 to 72 hours in advance of the removal. Hoses with a fine spray nozzle are recommended. The water must be applied in a manner that does not generate runoff. Engineering controls for storm water discharges must be in place prior to dust control operations.
- All loads shall be covered with a tarp. Ash and debris loads shall be fully encapsulated with 10-millimeter plastic (“burrito wrap” method). Concrete loads are exempt from a tarp, provided the loads are wetted prior to leaving. If concrete loads generate dust, then the loads must be wetted and covered.



- All waste material that is not unloaded at the end of each workday should be consolidated, sufficiently wetted, and/or covered to prevent the offsite migration of contaminants.
- All visibly dry disturbed soil surface areas of operation should be watered to minimize dust emissions during performance of work.
- Speeds must be reduced when driving on unpaved roadways.
- Procedures must be implemented to prevent or minimize dirt, soil, or ash from contaminating roadways, neighboring parcels, or creating an airborne health hazard. The use of blower devices, dry rotary brushes, or brooms for removal of carryout and track out on public roads is strictly prohibited.

### **Vehicle and Road Safety**

If removal activities on property owners' parcels will create a roadway blockage or hinder traffic patterns, property owners or their contractors are responsible for obtaining any required local permits and shall post all warning signs, as required by local ordinances. As there may be many contractors actively working on remediation efforts in the burn area, it is in property owners' best interests to identify removal and remediation efforts in adjacent areas that could impact the ability to locate, park, or transport equipment and materials.

### **Soil Testing and Screening Criteria for Work Plans and Subsequent Report of Findings**

Initial Screening Criteria have been established in consultation with CalRecycle for soil confirmation sampling after completion of visible cleanup of properties. Please note, that these are initial health screening criteria in the absence of background data. If cleanup is completed before CalRecycle completes its background sampling, then background samples on your property, outside the ash footprint (minimum 20 ft.), must be taken to determine if naturally occurring levels of any metals tested are above the cleanup goals. If samples from the ash footprint are below the cleanup goals, then the lab will not need to test the background samples. If sample results for any metals are above the cleanup goals, but are at or below the background sample results, this shall be explained by your soil consultant in the final testing report.

Testing of metals must be performed by EPA Lab Method 6020.

<b>Initial Health Screening Criteria for Soil</b>		
<b>Analyte</b>	<b>Health Screening Level (mg/Kg)</b>	<b>Cleanup Level</b>
Antimony	30	Health Screen
Arsenic	0.07	Health Screen
Barium	5,200	Health Screen
Beryllium	15	Health Screen
Cadmium	1.7	Health Screen
Chromium	36,000	Health Screen
Cobalt	23	Health Screen
Copper	3,000	Health Screen
Lead	80	Health Screen
Mercury	5.1	Health Screen
Molybdenum	380	Health Screen
Nickel	490	Health Screen

Selenium	380	Health Screen
Silver	380	Health Screen
Thallium	5	Health Screen
Vanadium	390	Health Screen
Zinc	23,000	Health Screen

### **General Recycling and Testing Guidelines**

Included as **Appendix C** is a resource list for general recycling of concrete and metals. Please note, this list is provided as a courtesy and information contained herein should be verified by the property owner/ contractor/ consultant before taking material to the vendors listed. This list is not complete. Additionally, for concrete transport and disposal, disposal may be limited due to the potential presence of asbestos. As such testing is recommended before transport, disposal and acceptance criteria should be verified with potential processors.

### **Well and Septic Guidelines**

#### **Well Safety**

- Contact Butte County Environmental Health Division at (530) 552-3880 for water safety questions, well location, and to obtain information on well repair permits for both county and Town of Paradise.
- Contact your water service provider if you are not on a well.
- If you will be rewiring electrical lines to your well, you are required to obtain a permit from Building Division.
- Identify wells and water tanks on the property and take steps to protect them during debris removal

#### **Septic Systems**

- If located in the county, contact Butte County Environmental Health Division at (530) 552-3880 for questions regarding your system location.
- If located in the Town of Paradise, contact the Onsite Division at (530) 872-6291 ext. 116 for questions regarding your system location.
- Identify septic tank and leach field locations and take steps to protect them during debris removal.
- Any immediate hazard involving the septic tank or septic system shall be mitigated prior to debris removal.

### **Grading and Erosion Control**

Once grading has been completed, best management practices shall be implemented to establish erosion control at the disturbed site.

- Follow best management erosion and sediment control practices to prevent ash, soil, and other pollutants from washing into the street, drainage courses and culverts, or onto neighboring properties.
- Stockpiled materials that are not immediately loaded for transport shall be handled and stored on site in such a manner as to avoid offsite migration. This may include wetting and

covering the waste until it is loaded and transported. Locate stockpiles away from drainage courses, drain inlets or concentrated flows of storm water.

- Stockpiled material may not be stored or placed in a public roadway.
- During the project and in the rainy season, cover non-active soil stockpiles and contain them within temporary perimeter sediment barriers, such as berms, dikes, silt fences, or sandbag barriers. You may use a soil stabilization measure in lieu of cover.
- Implement appropriate erosion control measures during debris removal and provide final site stabilization after debris removal is completed.

### **Foundations, Slabs, and Foundation Systems**

Foundations and slabs are required to be included as part of the fire debris removed from a site unless approved by the applicable Building Division. In general, the structural integrity of concrete and masonry (CMU) can adversely be affected in fire situations, especially when the structure is completely consumed by the fire. The properties of the material may be irreversibly altered rendering it unsatisfactory for reuse in supporting a rebuilt structure. There are a number of tests and standards for evaluating the compressive strength of the concrete or masonry including ASTM C39 and ASTM C140 which involve taking core samples from foundations and doing a compressive test in a certified lab. Homeowners interested in pursuing an exception and retaining their foundation shall submit a letter from a Licensed Civil or Structural Engineer certifying the foundation is acceptable for rebuild. The letter shall adequately explain the basis for the decision and shall include testing results. Owners are required to obtain approval from the Butte County or Town of Paradise Building Division and the Butte County Environmental Health Division for reuse of the foundation. Homeowners and contractors shall follow the CalRecycle Debris Operational Guidance: Damaged Concrete at Wildland Urban Interface Fires. Visit [www.buttecountyrecovers.org/debris removal](http://www.buttecountyrecovers.org/debris%20removal).



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## Appendix A

### Work Plan Outline/Contents

#### 1.0 Project Overview

- 1.1 Property and Property Owner(s) information
  - Name and contact information
  - Site address/APN
- 1.2 List of Contractors (name, license, contact information)
- 1.3 Scope of Work
  - 1.3.1 Description of property and proposed activities
    - 1.3.1.1 **Identify equipment and material staging area**
    - 1.3.1.2 **Site Health and Safety**
    - 1.3.1.3 **Traffic Control**
  - 1.3.2 Footprint Measurements
    - 1.3.2.1 **Sketch footprint and describe type of foundation(s) and other hardscape**
    - 1.3.2.2 **Photograph each site from all sides to document all aspects of the property**
    - 1.3.2.3 **Sketch and record ash footprints**
    - 1.3.2.4 **Identify and photograph other property-specific hazards**  
(i.e., swimming pools, large vehicles)
  - 1.3.3 Water Lines / Wells (if applicable)
    - 1.3.3.1 **Identify water wells on properties**
    - 1.3.3.2 **Identify water and electrical sources**
  - 1.3.4 Septic Systems / Sewer Lines (If applicable)
    - 1.3.4.1 **Identify septic tank and leach field locations** on each property
- 1.4 Statement of intent to notify and/or obtain required permits and to work within acceptable hours of operation
  - 1.4.1 Underground Service Alert (USA)
    - 1.4.1.1 **Check for underground utilities** by alerting Underground Service Alert (USA) for public right of way
    - 1.4.1.2 **Check for underground utilities** by using an independent private utility locator service for private right-of-way, if necessary
  - 1.4.2 Butte County Environmental Health Division Alternative Fire Debris Removal Program Application and Work Plan approval



## Appendix A

### 1.4.3 Acceptable hours of operation:

Monday through Thursday and non-holidays	Sunrise to Sunset
Friday	Sunrise to 6 p.m.
Saturday and holidays	8 a.m. to 6 p.m.
Sunday	10 a.m. to 6 pm.

### 1.4.4 For sites with Naturally Occurring Asbestos: Evidence of notifying the Butte County Air Quality Management District and approval of a NOA Dust Mitigation Plan

## 2.0 Background Site Assessment

### 2.1 Site Testing and Analysis Plan (Asbestos and Soil)

- **Conduct surveys to identify, sample, and analyze results for suspected gross asbestos containing materials (ACM)** including concrete foundations and mortar
- **Determine if Site may be impacted by Naturally Occurring Asbestos (NOA) in the soils or underlying rock. More information may be found at:**  
<https://bcaqmd.org/resources-education/asbestos/>

### 2.2 Foundation Analysis and Plan (if foundation is to remain in place testing, certification and approval is required)

## 3.0 Hazardous Waste and Asbestos Removal

### 3.1 Hazardous Waste and Household Hazardous Waste Removal

### 3.2 Asbestos Removal

- **Initiate air monitoring protocol and fugitive dust controls**

### 3.3 Air Monitoring Protocols for Fugitive Dust Control. Additional controls may be required if NOA is identified on the site.

### 3.4 Submit reports for hazardous waste and asbestos survey, analytical reports and disposal documentation to the Butte County Environmental Health Division for disposal authorization at a properly permitted landfill such as the Neal Road Recycling and Waste Facility.

## 4.0 Debris Removal and Disposal / Recycling

### 4.1 Ash, Fire Debris and Soil

- **Collect, consolidate, and remove ash, debris and soil for disposal**
  - Neal Road Recycling and Waste Facility will need certification from the Butte County Environmental Health Division that the ash and debris has been assessed for hazardous waste and asbestos and any discovered hazardous waste or asbestos has been properly removed and disposed
  - All disposal-related document and receipts shall be retained for final report



## Appendix A

- 4.2 Metals Including Vehicles and Appliances
  - **Remove vehicles for recycling or disposal**
    - Name of Recycling Facility
    - Provide VIN information to DMV
  - **Collect, and remove metals for recycling**
    - Name of Recycling Facility
    - Disposal Site
- 4.3 Concrete, Brick & Masonry
  - **Collect and remove concrete for recycling or disposal**
  - **Track and log quantities and types of materials transported to landfill or recycling facility**
    - All disposal-related document and receipts shall be retained for final report
- 5.0 **Soil Grading and Erosion Control**
  - 5.1 Description of Grading Activities
    - **Finish grading/smoothing ground surface**
  - 5.2 Description of Erosion Controls
    - **Once cleanup goals have been met**, the site will be prepared for final erosion control and certification
    - **Implement storm water best management practices** to control sediment runoff from each remediated property
- 6.0 **Confirmation Sampling**
  - **Prepare a site diagram or sketch that includes the anticipated soil sample locations**
  - **Sample and analyze soil**
  - **Compare soil analytical results to Government (CalOES) Program cleanup goals and background sample results, if necessary.**
  - **If results exceed Government (CalOES) Program cleanup goals and cannot be explained by the soil consultant in connection with the background samples, another layer of soil must be removed, and confirmation samples must be collected.**
  - **Acknowledge preparation of a site-specific final report per Appendix B** for delivery to the County with the Alternative Fire Debris Removal Program Cleanup Completion Certification Form
- 7.0 **Attachments (If applicable):**
  - Vicinity Map
  - Plan Maps including former structure and burn debris footprint
  - Photographs
  - Laboratory Test Results



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## Appendix B

### Final Report Outline/Contents

#### Index of Final Report Contents:

- Section 1: Property Information (Assessor's Parcel Number, Contacts for Owner/Contractor(s)/Consultants)
- Section 2: Description of work performed:
  - 2A Site Testing and Analyses, description and summary of results (Asbestos and Soil)
  - 2B Air Monitoring Protocols for Fugitive Dust Implementation
  - 2C Hazardous Waste and Asbestos Removal Documentation, including disposal receipts
  - 2D Debris Removal Documentation, including disposal receipts
  - 2E Soil Grading / Removal to level of visually clean
  - 2F Foundations (Removal or Engineer's Certification for Potential Reuse)
  - 2G Confirmation Sampling Results Discussion
  - 2H Documentation of Appliance and Vehicle Recycling or Disposal
  - 2I Documentation of work related to Well and Septic
- Section 3: Vicinity Map, Plot Plan and Drawings
- Section 4: Analytical Table with results compared with State Health Screening Criteria
- Section 5: Certified Laboratory Reports



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## Appendix C

### Solid Waste Disposal & Recycling Facilities

This list on this page is incomplete and other facilities in the region may accept waste, recycling, concrete and asphalt. The Alternative Program does not require owners/contractors to bring waste to any of the facilities listed on this page.

Facility Name	Facility Address/Phone	Materials Accepted
Neal Road Recycling and Waste Facility	1023 Neal Road, Paradise/ (530) 879-2350	Metal/Concrete/Asphalt, Non-Friable Asbestos, Ash/Debris Tonnage limits & Disposal fees under review and subject to change.
Anderson Landfill	18703 Cambridge Rd, Anderson/ (530) 347-5236	Metal/Concrete/Asphalt, Friable/Non-Friable Asbestos, Ash/Debris & Contaminated Soils Tonnage limits & Disposal fees under review and subject to change.
Recology Ostrom Road Landfill	5900 Ostrom Rd., Wheatland/ (530) 743-6321	Concrete/Asphalt Non-Friable Asbestos, Ash/Debris (not open to the general public -contracted commercial waste Haulers by prior arrangement only)
Franklin Construction	1019 Neal Rd, Paradise/ (530) 343-9600	Concrete/Asphalt



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## Appendix D

### Asbestos and Hazardous Waste Service Providers

The following information regarding companies that provide asbestos and hazardous waste services is provided to assist victims of recent wildfires to engage in the cleanup process. Butte County Environmental Health Division does not recommend or endorse individual service providers, and cannot guarantee their services.

Burn sites should be evaluated for asbestos and hazardous waste; identified asbestos and hazardous waste shall be properly disposed of prior to commencement of demolition work and debris removal. Some of the listed consultants can perform all of these services, while others can only perform some of the services. Companies listed with (A) can perform asbestos work, while companies listed (HW) can perform hazardous waste work.

NRC Environmental Services, Inc. (A) (HW) Chris Neal 1111 Marauder Chico, CA 95973 (530) 343-5488	ACE Environmental Management, Inc. (A) (HW) Major Geiger P.O. Box 3214 Yuba City, CA 95992 (530) 701-3182
Asbestos Science Technology (A) John Warren P.O. Box 505 Bangor, CA 95914 (530) 518-0934	Health Science Associates (A) 10771 Noel Street Los Alamitos, California 90720 (855) 633-1366
Ben's Truck & Equipment, Inc. (HW) 2060 Montgomery Rd Red Bluff, CA 96080 (530) 527-5040 <a href="mailto:Info@BensTruck.org">Info@BensTruck.org</a>	Alliance Environmental Services (A) (HW) William Irwin 34 Glenshire Ln. Chico, CA 95973 (530) 345-8562
Entek, Inc. (A) Rick Beall 4200 Rocklin Rd. Suite. 7 Rocklin, CA 95677 (916) 632-6800	Warren Asbestos (A) 209 McCaton Dr, Bangor, CA 95914 (530) 679-1100

## Appendix D

Wike Restoration, Inc. (A) 1282 Hassett Avenue, Suite 1 Yuba City, CA 95991 (530) 674-2693	Northstate Earth and Water Inc. (HW) Mike Fitzgerald P O Box 494130 Redding, CA 96049 (530) 351-3604
Clay Guzi, Guzi-West Inspection and Consulting (A) 19749 Sweetwater Trail Redding, CA 96003 (530) 515-0922 www.guziwest.com	

This list is a partial listing of California Certified Asbestos Consultants that work in the northern California area. A complete list of California Certified Asbestos Consultants is available at [http://www.dir.ca.gov/databases/doshcaccsst/caccsst\\_query\\_1.html](http://www.dir.ca.gov/databases/doshcaccsst/caccsst_query_1.html) (see Search function at the bottom of the web page). Additional hazardous waste removal companies are listed in the Yellow Pages telephone directory under "Hazardous Material Control & Removal". Please check the California Contractors State License Board's website at <https://www2.cslb.ca.gov/onlineservices/CheckLicense/ZipCodeSearch.aspx> to verify that any contractor or company that you hire has the proper certifications to perform the type of work required on your property.





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## Appendix E

### Template Work Plan

#### Alternative Fire Debris Removal Program Standard Work Plan Template

To ensure safety to workers, the public and the environment, property owners, contractors and consultants must follow proper protocol when removing structural ash and debris left from the Camp Fire. The Town and County are offering two ways for property owners to manage the fire debris and ash from the wildfire disaster: 1) participate in the Government (CalOES) Program or 2) submit the Alternative Fire Debris Removal Program Application (Alternative Program Application) and Work Plan to the Butte County Environmental Health Division.

Property owners who choose not to participate in the Government (CalOES) Program (or who have qualifying structures on the property but are not eligible for the Government (CalOES) Program) will need to submit the Alternative Program Application and Work Plan application to the County. Property owners/contractors may begin debris removal when the County has approved the application and work plan.

If a property did **not** include a qualifying structure (120 square feet or more), the property owner is not required to complete the Alternative Program Application. These property owners should contact the Butte County Environmental Health Division to obtain a certificate to bring ash and debris to the Neal Road Recycling and Waste Facility.

Property owners/contractors must complete debris removal and cleanup to the Government (CalOES) Program standard, as required by the urgency ordinances approved by local government. These standards are established to ensure protection of the public health and environment. This document is a standard work plan template for the Alternative Fire Debris Removal Program work plan.

Complete and submit both this standard work plan and the Alternative Program Application to the Butte County Environmental Health Division located at 202 Mira Loma Drive, Oroville, California, 95965.

## Appendix E

## 1.0 Project Overview

<b>1.1 Property Information and Property Owners</b>		
Property Owner Name:		
Property Address:	City:	Zip:
Assessor's Parcel Number (APN):		
Phone(s):	Email:	
Mailing Address:	City:	Zip:

1.2 List of Contractor(s) and Consultants	
Name:	License No.:
Phone:	Email:
Name:	License No.:
Phone:	Email:
Name:	License No.:
Phone:	Email:

<b>1.3 Scope of Work:</b>
<b>Provide a brief description of property and proposed activities (Footprint, description of structures and/or debris). Attach Photos/Sketches of ash footprint.</b>

## Appendix E

Identify/discuss proposed equipment material staging areas:

Identify/discuss Site Health and Safety Protocols and Traffic Control:

If applicable, damaged water wells and/or water lines on property will be addressed in the following manner:

If applicable, damaged septic systems and/or sewer lines on property will be addressed in the following manner:

### 1.4 REQUIRED Notifications / Permits

The following notifications will be made and permits obtained:

Underground Service Alert (USA) – Call 811 Dig Alert prior to digging.

Obtain approval of your Alternative Program Application from:

Butte County Environmental Health Division

202 Mira Loma Drive, Oroville, California, 95965

Phone: (530) 552-3880

Email: [alternativeprogram@buttecounty.net](mailto:alternativeprogram@buttecounty.net)

## 2.0 Background Site Assessment

### 2.1 Site Testing and Analysis Plan (Asbestos and Soil)

## Appendix E

**A certified asbestos consultant and soil consultant will be hired to test the site. Site testing and analysis for asbestos and soil will be addressed in the following manner:**

Submit a report of the asbestos survey with analytical reports to the Butte County Environmental Health Division for disposal authorization at Neal Road Recycling and Waste Facility.

### 2.2 Foundation Analysis and Plan

In general, the structural integrity of concrete and masonry can adversely be affected in fire situations, especially when the structure is completely consumed by the fire. The properties of the material may be irreversibly altered deeming it unsatisfactory for reuse in supporting a rebuilt structure.

Property owners have two options:

1. Completely remove and dispose of foundation,
2. If foundation is to remain in place, testing, engineer's certification and approval from the Town or County Building Division is required.

**Structural foundations on the property will be addressed in the following manner:**

### 3.0 Hazardous Waste and Asbestos Removal

#### 3.1 Hazardous Waste and Asbestos Removal

During Phase I of Consolidated Fire Debris Removal, teams of County staff and experts from the US EPA/DTSC inspected the property and removed any identifiable and accessible household hazardous waste that may pose a threat to human health, animals, and the environment such as batteries, oil, propane tanks, visible bulk asbestos, and paints. However, some hazardous materials and/or asbestos or asbestos containing materials (ACM) may still be present on the property and pose a threat to public health and the environment. Proper protection should be worn when handling, sorting, and transporting these materials (sturdy footwear, gloves, respiratory protection).



## Appendix E

### 3.2 Hazardous Waste and Household Hazardous Waste Removal

All remaining hazardous waste and household hazardous waste (HHW) shall be identified and disposed by a certified hazardous waste contractor. Household hazardous wastes (batteries, propane tanks, paint, gasoline cans, cleaning products, pesticides, fluorescent light bulbs, etc.) must be identified, segregated, and disposed of properly.

Hazardous Waste Handling and Removal Procedures

Certified Hazardous Materials/Waste Contractor

Name:

License No.:

Disposal and/or Recycling Facility(s)

Submit a report of the hazardous waste survey and disposal documentation, if required, to the Butte County Environmental Health Division for disposal authorization at Neal Road Recycling and Waste Facility.

### 3.3 Asbestos Removal

Asbestos or ACM requires assessment by a Certified Asbestos Consultant. **This must be completed for all properties participating in the Alternative Program.** Asbestos and asbestos containing material must be removed by a licensed Asbestos Abatement Contractor. If bulk loading ACM, the bin or container used for transport shall be double-lined with 10-mil poly in such a way that once loaded both layers can be sealed up independently ("burrito-wrap method").

Asbestos Handling and Removal Procedures

Certified Asbestos Consultant hired to test the site

## Appendix E

Name: License No.:
Asbestos Removal Contractor
Name: License No.:
Disposal Facility(s)

### 3.4 Air Monitoring Protocols for Fugitive Dust Control

Property owners or their contractors must provide water or an approved dust palliative, or both, to prevent a dust nuisance at the site. Dust resulting from performance of the work will be controlled at all times in a manner that does not generate runoff. Dust Control Methods include:

- **Control 1-** Water or an approved dust palliative, or both, will be used to prevent dust nuisance at each site. Each area where ash and debris are to be removed will be pre-watered with a fine spray nozzle in advance of initiating debris removal and as needed during the removal.
- **Control 2-** All loads shall be covered with a tarp; this includes metal debris. Ash and debris loads shall be fully encapsulated with 10-millimeter plastic ("burrito wrap" method). Concrete loads are exempt from a tarp provided the loads are wetted prior to leaving. If concrete loads generate dust, then the loads must be wetted and covered.
- **Control 3-** All waste material that is not unloaded at the end of each workday will be consolidated, sufficiently wetted, and/or covered to prevent the offsite migration of contaminants.
- **Control 4-** All visibly dry disturbed soil surface areas of operation should be watered to minimize dust emissions during performance of work.
- **Control 5-** Speeds must be reduced when driving on unpaved roadways.
- **Control 6-** Procedures will be implemented to prevent or minimize dirt, soil or ash contaminating roadways, neighboring parcels or creating an airborne health hazard.

## Appendix E

In addition to the above listed methods, dust from debris removal activities on the property will be addressed in the following manner:

### 4.0 Debris Removal and Disposal / Recycling

Remove ash, debris, contaminated soil, metals and concrete from the site and dispose of properly. Metals and concrete shall be recycled if possible. Appliances and vehicles shall be handled properly to meet the requirements of metals recycling facilities. All waste shall be disposed of at an approved location from the list provided, or at other locations authorized to accept such waste. (See Appendix C in Guidelines, Templates and Resource List for Property Owners, Contractors and Consultants).

Debris shall be handled in the following manner:

<b>4.1 Ash, Fire Debris and Soil</b>
<b>4.2 Metals Including Vehicles and Appliances</b>
<b>4.3 Concrete, Brick &amp; Masonry</b>

Neal Road Recycling and Waste Facility will need certification from the Butte County Environmental Health Division that the ash and debris has been assessed for hazardous waste and asbestos and any discovered has been properly removed and disposed.

## Appendix E

### 5.0 Soil Grading and Erosion Control

#### 5.1. Description of Grading

After burn ash and debris are cleaned from the property to a level of visually clean, remove 3 to 6 inches of soil from the impacted area. Soil shall be properly disposed of as described in 4.1 above.

#### 5.2 Description of Erosion Controls

When active fire ends it leaves behind bare dirt or decreased vegetative cover. Because of the loss of vegetation, the top layer of soil becomes loosened, making it vulnerable to increased runoff, erosion and sedimentation. Erosion and sediment stabilization practices will be implemented to keep sediment and debris from impacting homes. Erosion and sediment stabilization techniques to be used are listed below and are consistent with recognized Best Management Practices and outlined in the *Guidelines, Templates, and Resource List* provided.

### 6.0 Confirmation Sampling

Initial Screening Criteria and protocols have been established in consultation with CalRecycle for soil confirmation sampling after completion of visible cleanup of properties. These are initial health screening criteria in the absence of background data. Testing of metals must be performed by EPA Lab Method 6020. A qualified soil consultant shall collect soil samples from a depth of 0-3 inches for confirmation sampling and compare results to cleanup goals. Three samples shall be taken at a depth of 3-9 inches outside the ash footprint (20 ft. minimum) to act as background samples to determine if naturally occurring levels of any metals tested are above the cleanup goals. If samples from the ash footprint are below the cleanup goals then the lab will not need to test the background samples. If sample results for any metals are above the cleanup goals but are at or below the background sample results, this must be adequately explained by your soil consultant in the final testing report.

**Attach a sketch showing the ash footprint and anticipated soil sample locations.**

Soil Consultant Collecting Samples
Name:
License No.
State-certified Laboratory
Name:
Phone:

Initial Health Screening Criteria for Soil		
Analyte	Health Screening Level mg/Kg	Cleanup Level
Antimony	30	Health Screen



## Appendix E

Arsenic	0.07	Health Screen
Barium	5,200	Health Screen
Beryllium	15	Health Screen
Cadmium	1.7	Health Screen
Chromium	36,000	Health Screen
Cobalt	23	Health Screen
Copper	3,000	Health Screen
Lead	80	Health Screen
Mercury	5.1	Health Screen
Molybdenum	380	Health Screen
Nickel	490	Health Screen
Selenium	380	Health Screen
Silver	380	Health Screen
Thallium	5	Health Screen
Vanadium	390	Health Screen
Zinc	23,000	Health Screen
<b>Final Report</b>		
<p><b>After implementation of the approved work plan, the Alternative Fire Debris Removal Program Cleanup Completion Certification, along with a Final Report shall be submitted to the Butte County Environmental Health Division. Information and documentation included in the Final Report will follow the outline provided in Appendix B of the Guidelines, Templates and Resource List for Property Owners, Contractors and Consultants.</b></p>		

**7.0 Attachments (Vicinity Map, Plan Maps, Photographs, Drawings, Laboratory Test Results, Etc.)**



Butte County Environmental Health Division  
202 Mira Loma Drive, Oroville, California 95965  
Phone: (530) 552-3880  
Email: [alternativeprogram@buttecounty.net](mailto:alternativeprogram@buttecounty.net)

## Appendix F

### ALTERNATIVE FIRE DEBRIS REMOVAL PROGRAM CLEANUP COMPLETION CERTIFICATION

**What is the purpose of this form?** The purpose of this form is to certify that your parcel has been properly cleaned and the removal of hazardous wastes, ash, and debris has been completed. This form will be used to certify property owner or contractor cleanup completion so that building permits can be approved.

**Who needs to complete this form?** Property owners who elect *not* to participate in the Government (CalOES) Program and choose to clean up their property with a qualified contractor and consultants in the Alternative Program.

Property Owner Name: \_\_\_\_\_ Year Structure Built: \_\_\_\_\_

Property Address: \_\_\_\_\_ Town/City: \_\_\_\_\_

Assessor's Parcel Number: \_\_\_\_\_ Email: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Mailing City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

#### A. Program Participation

☐ Yes, I completed the "Alternative Fire Debris Removal Program Application"

#### B. Household Hazardous Waste and Asbestos Screening and Disposal

##### 1. Household Hazardous Waste Removal

Description of wastes found onsite: \_\_\_\_\_

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Provide disposal receipt documentation for all household hazardous waste identified and removed for proper disposal.

## Appendix F

### 2. Asbestos Waste Screening

Contractor Name: \_\_\_\_\_ License Number: \_\_\_\_\_

Determination based on inspection:

\_\_\_\_\_

Attach sample results, if applicable.

Consultant Name: \_\_\_\_\_ Certification Number: \_\_\_\_\_

Telephone: \_\_\_\_\_

If Asbestos was present, attach asbestos waste disposal receipts.

### C. Ash, Debris and Soil Disposal

1. The ash, debris and soil was removed and disposed of by:

☐ Licensed Contractor      ☐ Hauler Contractor

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_

License Number: \_\_\_\_\_ License Type: \_\_\_\_\_

Date of Completion: \_\_\_\_\_ (Attach disposal documentation)

### D. Metal Recycling

1. The ash, debris and soil was removed and disposed of by:

☐ Licensed Contractor      ☐ Hauler Contractor

Name: \_\_\_\_\_ License Number: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

2. The waste metal from my property was taken for recycling to the following facility(s):

\_\_\_\_\_  
\_\_\_\_\_

### E. Inert Waste (Concrete and Masonry) Disposal

1. The inert waste was removed and disposed of by:

☐ Licensed contractor      ☐ Hauler/Myself

If you checked "Hauler/Myself" go to Part E2 below. If you checked "Licensed Contractor," please provide the following information and Part E2:

## Appendix F

Name: \_\_\_\_\_ License Number: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

2. The inert waste from my property was disposed at the following facility(s):

Facility Name: \_\_\_\_\_

Date(s) of Delivery: \_\_\_\_\_

Date of Completion: \_\_\_\_\_

(Attach disposal facility documentation)

### F. Cleanup Confirmation Sampling Results

1. Consultant Name: \_\_\_\_\_ License Number: \_\_\_\_\_

Please attach a copy of the consultant's report containing the sampling locations, test results, analysis and conclusions.

### G. Property Owner Certification and Indemnification

I hereby certify that all identifiable asbestos, household hazardous waste, burn ash and contaminated soil that may have been generated by the 2018 Camp Fire on my property and identified in this document have been identified, removed and properly disposed of or recycled. I understand that since cleanup of the property was performed under my direction, the County of Butte cannot certify that cleanup was adequate until I submit proof of cleanup and soil testing.

I agree to accept all responsibility for loss or damage to any person or entity, including the County of Butte and to defend and indemnify, hold harmless, and release County of Butte and Town of Paradise, its elected representatives, officers, agents, and employees, from and against any actions, claims, damages, demands, losses, liabilities, disabilities or expenses, defense costs (including reasonable attorney fees), of any kind or nature, that may be asserted by any person or entity with respect to the removal of debris and any hazardous material from the above-mentioned real estate property.

Property Owner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Contractor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

County Receipt: \_\_\_\_\_ Date: \_\_\_\_\_

**EXHIBIT "B"**

**Compensation**



**Town of Paradise  
Alternative Program Debris Removal  
Bid Form**

Service	Bid Amount
Site 1 – Public Works Shop, 933 American Way (1,600 SF)	28,000.00
Site 2 – Fire Station #3, 1249 Wagstaff Road (3,230 SF)	32,000.00
Site 3 – RDA Building, 5456 Black Olive Drive (3,750 SF)	21,000.00
Site 4 – Quonset Hut, 5656 Sierra Park Drive (1,120 SF)	19,000.00
Site 5 – Residence, 5733 Pentz Road (2,189)	22,500.00
TOTAL	\$ 122,500.00

\*The Town reserves the right to delete any portions of the scope of work listed above from the contract. A complete Alternative Program Plan will be required for each site. Details are listed in the proposed contract in this Bid Package.

**Submitted by:**

  
\_\_\_\_\_  
Signature

3/5/19  
\_\_\_\_\_  
Date

**Business Name/Address/Phone Number:**

Business Name: Franklin Construction, Inc.

Address: 217 Flume Street, Ste. 200, Chico, CA 95928

Telephone Number: 530-343-9600

## **EXHIBIT "C" – Insurance Requirements**

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

### ***Minimum Scope of Insurance***

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) Coverage Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

### ***Minimum Limits of Insurance***

Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

### ***Deductibles and Self-Insured Retentions***

Any deductibles or self-insured retentions exceeding \$25,000 must be declared to and approved by the Town. At the option of the Town, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Town, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the Town guaranteeing payment of losses and related investigations, claim administration and defense expenses.

### ***Other Insurance Provisions***

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The Town, its officers, officials, employees and volunteers are to be covered as insured as respects: liability arising out of work or operations performed by or on behalf of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor.
2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance respects the Town, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Town, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Town.

### ***Acceptability of Insurers***

Insurance is to be placed with insurers with a current A. M. Best's rating of no less than A: VII, unless otherwise acceptable to the Town.

### ***Verification of Coverage***

Contractor shall furnish the Town with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the Town or on other than the Town's forms provided, those endorsements conform to Town requirements. All certificates and endorsements are to be received and approved by the Town before work commences. The Town on reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required.



# CERTIFICATE OF LIABILITY INSURANCE

FRAN-11

OP ID: YV

DATE (MM/DD/YYYY)

02/28/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Excel Bonds & Ins Serv Inc. License #0B53997 3620 American River Dr., #125 Sacramento, CA 95864 Excel Bonds & Ins. Serv., Inc	CONTACT NAME: Excel Bonds & Ins. Serv., Inc PHONE (A/C, No, Ext): 916-971-8844 FAX (A/C, No): 916-971-8840 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A : Liberty Mutual Fire Ins Co INSURER B : The First Liberty Ins Corp INSURER C : Navigators Specialty Ins. Co. INSURER D : Travelers Prop CasualtyAmerica INSURER E : Illinois Union Insurance Co INSURER F :
INSURED Franklin Construction, Inc. 217 Flume Street #200 Chico, CA 95928	NAIC # 23035 33588 36056 25674 27960

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Completed Ops <input checked="" type="checkbox"/> 5,000 BI/PD ded GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	TB2-Z91-466924-029	02/12/2019	02/12/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 Emp Ben. \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> Phys Dam <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS 2000/2000	X	AS6-Z91-466924-019	02/12/2019	02/12/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB CLAIMS-MADE DED RETENTION \$ n/a		SF19EXCZ019J1IC	02/12/2019	02/12/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	UB-3L856027-18-26-G	10/01/2018	10/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	ContPollution Liab PremPollution Liab		CPM G2737329A 003 PPL G27373240 003	04/01/2018 04/01/2018	04/01/2020 04/01/2020	Aggregate 2,000,000 SIR 10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Town of Paradise. Alternative Program Debris Removal. Contract 19-05  
The Town, its officers, officials, employees and volunteers are additional insured for General and Auto Liability. Insurance is primary and non-contributory.

## CERTIFICATE HOLDER

## CANCELLATION

TOWNPART

Town of Paradise  
5555 Skyway  
Paradise, CA 95969

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

### **SCHEDULE**

<b>Name Of Person(s) Or Organization(s):</b>
Any person or organization where the named insured has agreed by written contract to include such person or organization as a designated insured
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
All persons or organizations with whom you have entered into a written contract or agreement, prior to an "occurrence" or offense to provide additional insured status	All locations as required by a written contract or agreement entered into prior to an "occurrence" of offense.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location(s) Of Covered Operations</b>
<b>All persons or organizations with whom you have entered into a written contract or agreement, prior to an "occurrence" or offense to provide additional insured status</b>	<b>All locations as required by a written contract or agreement entered into prior to an "occurrence" of offense.</b>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

